

DISPOSITION: 12-19-56. Defendant fined \$800 and placed on probation for 3 years.

5146. *Gassup*. (F. D. C. No. 39297. S. No. 48-342 M.)

QUANTITY: 643 2-oz. btls. in 4 cases at Newark, N. J.

SHIPPED: 6-20-55, from Brooklyn, N. Y., by Manhattan Drug Co.

LABEL IN PART: (Btl.) "Gassup \* \* \* Active Ingredients Magnesium Trisilicate \* \* \* Gastom Chemical Company, Newark, New Jersey."

ACCOMPANYING LABELING: Leaflet designated "Gassup \* \* \* Indicated in the treatment of Acidity."

LIBELED: On or about 7-18-56, Dist. N. J.

CHARGE: 502 (a)—the labeling of the article, when shipped, contained false and misleading representations that the article was an effective treatment for indigestion and autointoxication; that it would relieve the pain of hemorrhoids; that it would prevent rheumatism; that it would reduce the accumulation of fat in the body, relieve headaches and dizziness, and prevent colds; that it would restore normal metabolism in the body; and that it was safe and suitable for continuous use; and 502 (f) (2)—the labeling of the article failed to bear a warning that frequent or continued use might lead to a dependence on laxatives.

DISPOSITION: 8-22-56. Default—destruction.

5147. *Monazite sand*. (Inj. No. 292.)

COMPLAINT FOR INFORMATION FILED: 11-1-55, W. Dist. Wash., against Raco, Inc., Seattle, Wash., and George Kosmos, president of the corporation.

LABEL IN PART: (Pad) "Cosmos Radioactive Pad \* \* \* Place Pad Under Pillow or Mattress."

ACCOMPANYING LABELING: Placards entitled "The Radioactive Material in the Cosmos Radioactive Pad," "Arthritis? Bursitis?" and "Idaho Bursitis? Rheumatism? \* \* \* Get the Cosmos Pad"; "blowup" photographs of an article entitled "Now—An Atomic Drugstore" taken from the January 21, 1955, issue of *Colliers Magazine*; copies of the January 21, 1955, issue of *Colliers Magazine*; leather-bound ring binders containing testimonial letters; and circulars entitled "Arthritis Bursitis Rheumatism."

CHARGE: The complaint alleged that the defendants caused an article known as *monazite sand* to be brought in bulk to Seattle, Wash., from places outside the State of Washington and to be packaged into pads labeled as described above; that, while the defendants held the sand and the pads for sale at Seattle, Wash., they caused such articles to be accompanied by the above-mentioned labeling and to be introduced into interstate commerce accompanied by such labeling.

The complaint alleged also that the articles, when introduced into interstate commerce, when received in interstate commerce, and while held for sale after shipment in interstate commerce, were misbranded as follows:

502 (a)—the labeling contained false and misleading representations that the articles provided an adequate and effective treatment for arthritis, bursitis, rheumatism, neuritis, and sinus trouble, and soreness of hands, wrists, forearms, and back; and

502 (f) (1)—the labeling did not bear adequate directions for use because it did not state all of the purposes and conditions for which the articles were intended.

**DISPOSITION:** 3-9-56. The defendants having consented, the court entered a decree of permanent injunction enjoining the defendants against doing the following acts with respect to the "Cosmos Radioactive Pad," the *monazite sand* which is a component of such pad, and any similar article or component, part or accessory thereof:

(a) causing to be introduced and delivered for introduction into interstate commerce any such articles which are misbranded within the meaning of 502 (a) because of any representation or suggestion in their labeling which conveys the false and misleading impression that such articles are beneficial in the treatment of arthritis, bursitis, rheumatism, neuritis, and sinus trouble, and soreness of hands, wrists, forearms, or back, or any other condition, and misbranded within the meaning of 502 (f) (1) because of the failure of the labeling to bear adequate directions in all of the conditions for which such articles are intended;

(b) receiving in interstate commerce and delivering or proffering delivery for pay or otherwise any of such articles which are misbranded under 502 (a) and 502 (f) (1), as specified above; and

(c) causing the association of labeling with any such articles or making any claim for such articles in any other manner while such articles are held for sale after shipment in interstate commerce, which results in the articles being misbranded under 502 (a) and 502 (f) (1), as specified above.

**5148. Supplement to notice of judgment on drugs and devices, No. 4259. Ko-rekT dental device.** (F. D. C. No. 33788. S. Nos. 33-667 L, 46-538 L.)

**VIOLATION OF PROBATION:** On 12-3-54, an application was filed for revocation of probation imposed against Demetrie C. Siampaus, the defendant in the case reported in the above-mentioned notice of judgment. It was alleged in the application that the defendant had shipped from Omaha, Nebr., to Sioux City, Iowa, a *Ko-rekT dental device* which was misbranded as follows:

502 (a)—the labeling of the device contained false and misleading representations similar to those which were the basis of the case in which the defendant was convicted; and

502 (f) 1—the labeling failed to bear adequate directions for use of the device for the conditions set forth in a Sioux City newspaper advertisement sponsored by the defendant.

**DISPOSITION:** A hearing in the matter was held on 1-28-55, at which time the court continued the case for 6 months in order to enable the defendant to comply with the labeling requirements of the law.

Subsequent investigation showed that the defendant was continuing to violate the law, and on 7-2-55, after further hearing, the defendant was sentenced to 30 days in jail for violation of probation. The defendant filed a motion for rehearing. On 8-18-55, the court overruled the motion but continued the case for a period not in excess of 6 months and placed the defendant on probation during that period without requiring him to serve the jail sentence. On 2-9-56, a final hearing in the matter was held, at which time the court extended the probation for 6 months.